

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Symphony Talent, LLC		11/01/2019	Limited Liability Company: DELAWARE
Hodes, LLC		11/01/2019	Limited Liability Company: DELAWARE
Smashfly Technologies, Inc.		11/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5449583	MICLOUD
Registration Number:	5449582	XICLOUD
Registration Number:	5353774	HODES
Registration Number:	5338519	HRLOGIX
Registration Number:	5348046	MEDIA CLOUD
Serial Number:	87323383	EXPERIENCE CLOUD
Registration Number:	5344055	SYMPHONY TALENT
Registration Number:	5116876	SKILLCHECK
Registration Number:	4292046	SMARTPOST
Registration Number:	2752378	BERNARD HODES GROUP
Registration Number:	2555862	TALENT MATTERS
Registration Number:	1977617	SKILLCHECK
Registration Number:	2726498	HODES IQ
Registration Number:	4944964	FINDLY ON-DEMAND TALENT
Registration Number:	5253511	COLONY

OP \$615.00 5449583

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4738680	MAIZE
Registration Number:	4734971	SWARM
Registration Number:	4734970	WAGGLE
Registration Number:	4734951	FINDLY
Registration Number:	5049302	S
Registration Number:	5049294	SMASHFLY
Registration Number:	5040204	SMASHFLY
Registration Number:	4341854	SMASHFLY TECHNOLOGIES
Registration Number:	3813441	SMASHFLY

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-19068)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19068
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/04/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of November 1, 2019, by SYMPHONY TALENT, LLC, a Delaware limited liability company, HODES, LLC, a Delaware limited liability company, and SMASHFLY TECHNOLOGIES, INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, each Grantor, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired by such Grantor (collectively, the "Trademark Collateral"):
 - a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
 - b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any such trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

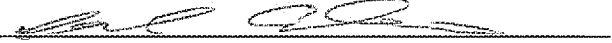
5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

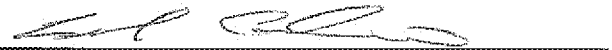
[Signatures on the following pages]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

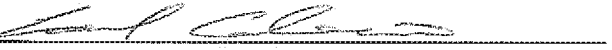
SYMPHONY TALENT, LLC, as Grantor

By: 
Name: Carl Calarco
Title: Chief Financial Officer

HODES, LLC, as Grantor


By: 
Name: Carl Calarco
Title: Chief Financial Officer

SMASHFLY TECHNOLOGIES, INC., as Grantor

By: 
Name: Carl Calarco
Title: Chief Financial Officer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Christopher Roy
Its: Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006786 FRAME: 0285

SCHEDULE 1

TRADEMARKS

Mark	Jurisdiction	Registration No./ Registration Date	Status	Owner
MICLOUD	United States	5449583 04/17/2018	LIVE	Symphony Talent LLC
XICLOUD	United States	5449582 04/17/2018	LIVE	Symphony Talent LLC
HODES	United States	5353774 12/12/2017	LIVE	Symphony Talent LLC
HRLOGIX	United States	5338519 11/21/2017	LIVE	Symphony Talent LLC
MEDIA CLOUD	United States	5348046 11/28/2017	LIVE	Symphony Talent LLC
EXPERIENCE CLOUD	United States	(87323383) (02/03/2017)	LIVE (Suspended)	Symphony Talent LLC
SYMPHONY TALENT	United States	5344055 11/28/2017	LIVE	Symphony Talent, LLC
SKILLCHECK	United States	5116876 1/10/2017	LIVE	Symphony Talent, LLC
SMARTPOST	United States	4292046 2/19/2013	LIVE	Symphony Talent, LLC
BERNARD HODES GROUP	United States	2752378 8/19/2003	LIVE	Symphony Talent, LLC
TALENT MATTERS	United States	2555862 4/2/2002	LIVE	Symphony Talent, LLC
SKILLCHECK	United States	1977617 6/4/1996	LIVE	Symphony Talent, LLC

Mark	Jurisdiction	Registration No./ Registration Date	Status	Owner
HODES IQ	United States	2726498 6/17/2003	LIVE	Hodes, LLC
FINDLY ON- DEMAND TALENT	United States	4944964 2/9/2016	LIVE	Findly Talent, LLC DBA Findly LLC
COLONY	United States	5253511 5/15/2017	LIVE	Findly Talent, LLC DBA Findly LLC
MAIZE	United States	4738680 5/19/2015	LIVE	Findly Talent, LLC DBA Findly LLC
SWARM	United States	4734971 5/12/2015	LIVE	Findly Talent, LLC DBA Findly LLC
WAGGLE	United States	4734970 5/12/2015	LIVE	Findly Talent, LLC DBA Findly LLC
FINDLY	United States	4734951 5/12/2015	LIVE	Findly Talent, LLC DBA Findly LLC
	United States	1327131 9/27/2016	LIVE	Smashfly Technologies, Inc.
SMASHFLY	United States	1294966 9/27/2016	LIVE	Smashfly Technologies, Inc.
SMASHFLY	United States	5040204 9/13/2016	LIVE	Smashfly Technologies, Inc.
SMASHFLY TECHNOLOGIES	United States	4341854 5/28/2013	LIVE	Smashfly Technologies, Inc.
SMASHFLY	United States	3813441 7/6/2010	LIVE	Smashfly Technologies, Inc